

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
Joseph Varvaro,

Plaintiff,

**7:18-cv-06247-CS**

-against-

**Plaintiff Answer to  
Counterclaims**

GNS SERVICE PRO D/B/A USA SERVICE STATION AND  
SOKOL "GENE" MJESHTRI,

Defendants.  
-----X

Plaintiff, Joseph Varvaro, by and through his attorney, Jordan El-Hag, Esq., hereby responds to the above-captioned Defendants' counterclaims as follows:

191. As this paragraph asserts a general reaffirmation of every allegation in the Answer, and only a response to the counterclaim allegations is required, a single response is not possible. Accordingly, Plaintiff denies the allegations set forth in this paragraph.
192. This paragraph asserts a legal conclusion to which no response is required.
193. This paragraph asserts a legal conclusion to which no response is required.
194. This paragraph asserts a legal conclusion to which no response is required.
195. Deny.
196. Deny.
197. This paragraph asserts a legal conclusion to which no response is required.
198. Deny.
199. Deny.
200. This paragraph asserts a legal conclusion to which no response is required.
201. This paragraph asserts a legal conclusion to which no response is required.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE  
AMOUNT IN CONTROVERSY**

1. To the extent the Defendants loaned Plaintiff money, the amount in controversy is disputed.

**SECOND AFFIRMATIVE DEFENSE  
JURISDICTION**

2. This Court lacks subject matter jurisdiction over Defendants' counterclaim.

**THIRD AFFIRMATIVE DEFENSE  
OFFSET**

3. If Plaintiff owes Defendants any money, such amounts are offset by any unpaid and lost wages to which Plaintiff is owed.

**FOURTH AFFIRMATIVE DEFENSE  
PREVENTION OF PERFORMANCE**

4. Defendants unlawfully withheld Plaintiff's work tools and thereby prevented Plaintiff from securing gainful employment to repay any alleged loan.

**FIFTH AFFIRMATIVE DEFENSE  
FRUSTRATION OF PURPOSE/BREACH OF CONTRACT**

5. A condition to any alleged loan repayment was Plaintiff's ongoing employment with Defendants. When the Defendants terminated Plaintiff's employment, they relieved Plaintiff of his obligation to repay any such loan.

**FIFTH AFFIRMATIVE DEFENSE**  
**ATTORNEY FEES ARE NOT RECOVERABLE**

6. There is no agreement between the parties to award attorney fees or costs to a prevailing party concerning any alleged loan. As such Defendants cannot recover attorney fees.

El-Hag & Associates, P.C

By: \_\_\_\_\_

  
Jordan El-Hag, Esq.

Attorney for Plaintiff  
777 Westchester Ave., Suite 101  
White Plains, N.Y 10604  
(914) 218-6190 (o)  
(914) 206-4176 (f)  
Jordan@elhaglaw.com